Thermon Heat Tracing Services, Inc. *and* International Brotherhood of Electrical Workers, Local 479. Case 16–CA–16842

March 26, 1996

DECISION AND ORDER

BY CHAIRMAN GOULD AND MEMBERS BROWNING AND COHEN

On October 6, 1995, Administrative Law Judge Leonard M. Wagman issued the attached decision. The Respondent filed exceptions and a supporting brief. The General Counsel filed cross-exceptions, a reply brief, and a brief in support of the judge's decision.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's ruling, findings,[1] and conclusions and to adopt the recommended Order.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, Thermon Heat Tracing Services, Inc., Houston, Texas, its officers, agents, successors, and assigns, shall take the action set forth in the Order.

Robert G. Levy, II and *Nadin Littles, Esqs.*, for the General Counsel.

Charles E. Sykes, Esq. (Bruckner & Sykes), of Houston, Texas, for the Respondent.

[1] The Respondent has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

The Respondent argued that employees Joe Duhon, Jason Carr, Ken Tyson, Randy Garner, and Rodney Bernard were not included in a stipulation listing the names of those employees who were engaging in union activity during their lunchbreaks. Although the stipulation does not include these names, the record establishes that they were former strikers who engaged in union activity, that the Respondent was aware of this, and that the Respondent issued warnings to them and discharged them because of that activity.

The Respondent also contends that, in any event, the employment of the discriminatees would have come to an end at the conclusion of the project on which they were working. In accordance with the Board's policy expressed in *Dean General Contractors*, 285 NLRB 573 (1987), we agree with the judge that the Respondent is to be afforded an opportunity at compliance to limit its remedial obligations by showing that none of the unlawfully discharged employees would have been transferred to other projects.

We note that the judge's decision contains an inconsistency in the dates employees were issued warning notices. The correct dates appear in sec. B of his decision.

Larry Moore, Esq., of Beaumont, Texas, for the Charging Party.

DECISION

STATEMENT OF THE CASE

LEONARD M. WAGMAN, Administrative Law Judge. This case was heard in Port Arthur, Texas, on July 25 and 26, 1995. The Union, International Brotherhood of Electrical Workers, Local 479 filed the original charge on July 12, 1994,[1] and an amended charge on March 24, 1995. The complaint, issued on March 30, 1995, alleges that the Respondent, Thermon Heat Tracing Services, Inc. (Thermon) violated Section 8(a)(1) and (3) of the Act by writing, promulgating, and enforcing the following rule selectively and disparately against employees who supported Local 479:

> In order to maintain a safe, continual and productive work force it is necessary that all craft personnel remain in their assigned block areas.
>
> This mandate will commence this date [March 12] and shall include all breaks and on the job lunch periods.

By its timely answer and first amended answer to the complaint, Thermon denied that it had engaged in the alleged unfair labor practices.

On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed by counsel for the General Counsel and Thermon, I make the following

FINDINGS OF FACT

I. JURISDICTION

Thermon, a corporation, with an office and place of business in Houston, Texas, engages in building and construction. In conducting its business during the 12 months ending March 31, 1995, Thermon purchased and received at its Houston, Texas facilities goods and materials valued in excess of $50,000 directly from points located outside the State of Texas. Thermon admits and I find that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

A. *The Facts*

In 1993, Brown and Root Braun was the general contractor in the expansion of Texaco's gasoline additive chemical plant at Port Neches, Texas. In October 1993, Thermon became a subcontractor to Brown and Root on the Texaco expansion project. Under its contract with Thermon, Brown and Root had authority to designate the subcontractor's work areas, as well as parking, storage, and administrative areas. Brown and Root employed Thermon to install an electrical heat tracing system in the new construction. Thermon employed electricians, insulators, and helpers to perform this work. At the peak of this project, in 1994, Brown and Root

[1] All dates are in 1994 unless otherwise indicated.

had approximately 2500 of the 3000 employees on this site. The remaining 500 were employees of subcontractors, including Thermon. On March 2, 52 of Thermon's 57 heat tracing employees, including electricians and helpers, went on strike at the Texaco expansion project.

On March 10, Brown and Root Braun issued the following memorandum to its subcontractors at the Texaco expansion project:

> With the impending opening of B and C Streets into the east plant as well as future early turnover of Blocks 58, it is requested that each Subcontractor require their employees to remain in their designated work areas and not travel around into other areas of the Project. These particular areas are permit areas and require special training to enter.
>
> Your cooperation is appreciated.

Frank Haught, Brown and Root's subcontracts manager at the Texaco site, issued the quoted memo to Thermon and the other subcontractors in the interest of safety. I find from Haught's testimony that Brown and Root was about to turn blocks 5, 6, 7, and 8 of the project over to Texaco for startup and that hydrotesting and flushing of the pipe system in those blocks was in progress. When asked if he had any other reasons for issuing his memorandum, Haught testified:

> No, it was just the point in time in the project where we needed to kind of highlight what was going on and reinforce the fact that everybody needed to stay in their work areas, that you have got hazards throughout the project, and we really wanted to focus on that at this point in the project.

I find from Haught's testimony that the strike by Thermon employees did not motivate him to issue this memorandum. I also have credited his uncontradicted denial that Thermon suggested or otherwise influenced its issuance.

On March 12, Thermon's safety director, Paul Wagstaff, issued the following directive to ''All T. H. T. S. Craft Personnel'':

> In order to maintain a safe, continual and productive work force it is necessary that all craft personnel remain in their assigned block areas.
>
> This mandate will commence this date and shall include all breaks and on the job lunch periods.
>
> This program will assist foremen as to the whereabouts of their employees should an emergency arise now that Brown & Root Braun is beginning to utilize corrosives with the flushing of pipelines.
>
> We all should realize that additional changes may occur as our project changes from a ''grass root'' job to a gradual ''live unit.''
>
> As always your continued support is appreciated.

Wagstaff did not promulgate his memorandum until he had presented it to Brown and Root Braun's safety director, Jesse Fredeck, who approved it. Thermon issued Wagstaff's memorandum on March 12. On the following Monday, March 14, Wagstaff discussed his memorandum with Thermon's nonstriking employees, at a general safety meeting.

By letter dated March 17, the Union notified Thermon that the strike was terminated and, on behalf of 48 strikers, made an unconditional offer to return to work. For the most part, the strikers returned to work at Thermon's Texaco jobsite in April. On their return, Wagstaff gave the former strikers a safety orientation, which included his memorandum of March 12.

The common lunchbreak at the Texaco construction site for Brown and Root's employees and its subcontractors' employees was from 12 to 12:30 p.m. I find, however, from the uncontradicted testimony of Thermon's witnesses, Doug Brookshire and Frank Haught, that there was some work that continued through the lunchbreaks.

Thermon's interpretation of its restriction of employees to assigned areas permitted an employee to visit another construction site block during worktime or during a break, with permission from his or her foreman, and if the foreman at the other block knew the employee would be visiting. Employee Ken Tyson received such permission on May 24, after revealing that he intended to distribute union literature during a visit to another block.[2]

Union literature began appearing at Thermon's Texaco jobsite during the first week after the strikers began to return to work. I find from Superintendent Brookshire's testimony that he became aware of it during that period. Employees engaged in such activity, who violated Thermon's requirement that they remain in an assigned block area, were subject to discipline. Thermon punished a first violation of this rule by written warning. A second violation of this restriction incurred discharge. Thermon also enforced this rule, however, against employees Ronnie Bell and Clay Marshall, who did not engage in any union activity. Each received a written warning for leaving his work area without permission from a supervisor.

Thermon issued written warnings to the following named employees, on the dates shown next to their respective names, for violating the restriction contained in Wagstaff's memorandum of March 12:

Jimmy C. Parker	4/18/94
Tony Fontenot	4/18/94
Craig Bivins	4/14/94
Rodney Bernard	4/14/94
Willie Breaux	4/11/94
Darrell Haygood	4/21/94
Claude Richardson	4/20/94
Joe Sheffield	4/18/94
Joe Duhon	4/20/94
Jason Carr	4/19/94
Randy Garner	4/19/94
Scott Lout	4/21/94
Ken Tyson	6/03/94
Marc Gould	4/27/94
Carl Perricone	4/27/94

Thermon also discharged the following named employees on the dates shown next to their respective names, for violat-

[2] My findings of fact regarding Tyson's request for permission to leave his assigned work area are based on Superintendent Brookshire's uncontradicted testimony.

ing the restriction contained in Wagstaff's memorandum of March 12:

Jimmy C. Parker	4/18/94
Tony Fontenot	4/18/94
Craig Bivins	4/14/94
Rodney Bernard	4/14/94
Willie Breaux	4/11/94
Darrell Haygood	4/21/94
Claude Richardson	4/20/94
Joe Sheffield	4/18/94
Joe Duhon	4/20/94
Jason Carr	4/19/94
Randy Garner	4/19/94
Scott Lout	4/21/94
Ken Tyson	6/03/94
Marc Gould	4/27/94
Carl Perricone	4/27/94

The parties stipulated, and I find, that all of the employees listed above, who received written warnings and were discharged for leaving their assigned block areas, were engaging in union activity during their respective lunchbreaks, when they violated Wagstaff's memorandum of March 12. The parties also stipulated that if Scott Lout, listed above, were to testify in this proceeding, he would state that after he had received his first warning, as reflected above, he specifically asked permission of his foreman, Therman Singleterry, to speak to nonunion employees, out of his work area, over the lunchbreak, and that Singleterry denied Lout's request.

Employee Walter H. McNeely, a union electrician, escaped punishment for repeatedly leaving his assigned area at lunchbreaks without a supervisor's permission in May and June. Unlike the listed employees, however, McNeely was not a striker.

McNeely's prounion sentiment was unknown to Thermon, when it hired him in March, during the strike.[3] McNeely did not inform Thermon of his membership in IBEW Local 716. Nor did his job application reveal prior employment by a union contractor. Yet McNeely had come on this job at the Union's request. The Union paid McNeely $2 per hour for up to 40 hours per week to keep it informed of happenings on Thermon's Texaco jobsite. Despite his ties with Local 716 and the Union, McNeely did not display any union insignia on his person. Nor did he otherwise reveal his prounion sentiment while employed by Thermon at the Texaco site.

Thermon fired McNeely, 2 weeks after hiring him, after he left the jobsite without permission. Thermon rehired him soon thereafter.

During his lunchbreaks in May and June, McNeely frequently visited employees outside of his work area, at Thermon's Texaco jobsite, without seeking his foreman's permission. McNeely, who was assigned to block 1, usually visited block 3. On one of these visits, he encountered Safety Director Wagstaff and spoke to him. Wagstaff did not challenge McNeely for being in block 3. On another occasion, McNeely met and talked to Superintendent Brookshire, who had assigned him to block 1. Again, nothing was said by Brookshire about McNeely's presence in block 3. Thermon did not discipline McNeely for any of these visits.[4]

On one occasion during the same 2 months, McNeely was between blocks 1 and 3, when he ran into Thermon's superintendent, Todd McMain. McNeely was outside of his assigned block on another occasion, when he met Thermon's general foreman, Tom Maydian. Both supervisors knew that McNeely's assigned work area was block 1. Neither of the supervisors asked McNeely if he was in compliance with Thermon's rule. Thermon never disciplined McNeely for violating the restriction in Wagstaff's memorandum.[5]

I find from McNeely's uncontradicted testimony that Thermon used its new restriction to thwart union activity at its Texaco jobsite. In March, McNeely overheard Wagstaff saying that he would write up the union people who were distributing literature, for safety violations because they were out of their assigned work areas. In mid-April, while seated near a foreman, who was speaking into a radio, he heard the voices of other Thermon foremen warning their colleagues that individuals characterized as ''union people'' had left their assigned blocks and were on the way to other blocks. McNeely also observed employees distributing union literature during their lunchbreaks, outside their assigned blocks.

B. *Analysis and Conclusions*

The General Counsel contends that Thermon's work rule that prohibited employees from leaving their assigned work areas on the Texaco jobsite at Port Neches, Texas, during their lunchbreaks, between 12 and 12:30 p.m., violated Section 8(a)(1) of the Act. According to the General Counsel, this rule was an overly broad restriction on its employees' union activity. Thermon urges dismissal of this allegation on the ground that it issued this rule in the interest of safety, at the direction of Brown and Root. For the reasons stated below, I find that the General Counsel has failed to show by a preponderance of the evidence that Thermon's work rule violated Section 8(a)(1) of the Act.

It is well settled that: ''No restriction may be placed on the employees' right to discuss self-organization among themselves, unless the employer can demonstrate that a restriction is necessary to maintain production or discipline.'' *NLRB v. Babcock & Wilcox Co.*, 351 U.S. 105, 113 (1956)

[3] McNeely testified that he began working at Thermon's Texaco jobsite in April. His testimony, however, regarding when he heard Wagstaff refer to his directive shows that McNeely began working at that site in March. McNeely's application for employment shows Thermon hired him on March 9. I find that McNeely began working at Thermon's Texaco site in March.

[4] Brookshire testfied that he saw McNeely at a tool trailer getting tools or material. Brookshire did not contradict McNeely's testimony, however, that he spoke to Brookshire and that Brookshire had assigned him to block 1. On cross-examination, Brookshire seemed reluctant to explain how supervisors enforced Thermon's restriction on employee movement between blocks at its Texaco jobsite. Indeed, he suggested that counsel for the General Counsel ask Wagstaff about it. Yet, the record shows that in 1994, Brookshire had signed a considerable number of warning and discharge slips for employees who had violated that rule, after receiving reports from subordinate supervisors who had enforced the rule. Surely this experience would have enlightened Brookshire on how supervisors were identifying violators of the restriction. This factor plus my impression that McNeely was a frank witness, giving his best recollection, persuaded me to credit McNeely where their testimony differed.

[5] I based my findings regarding McNeely's encounters with Maydian and McMain on his uncontradicted testimony. Neither Maydien nor McMain testified in this proceeding.

(citing *Republic Aviation Corp. v. NLRB*, 324 U.S. 793 (1945)). Consistent with this holding, the Board, in *Permaneer Corp.*, 214 NLRB 367, 369 (1974), recognized that a rule restricting employees to a specified plant lunchroom during their lunchbreaks was lawful, when ''it was important'' and expressed the following purposes:

> [T]o have employees congregated in one area so that they could be quickly called upon to fight fires, an ever present danger in a plant with highly combustible material; to have employees immediately available in case of production breakdown since the plant operated on a continuous basis; and to prevent accidents to employees who might otherwise wander about the plant.

In the instant case, the restriction on employee movement from block to block during lunchbreaks would interfere with Thermon's employees' rights to discuss their sentiments toward the Union, and to distribute union literature among themselves. The record shows, however, that Thermon issued its rule 2 days after receiving Brown and Root's memorandum to all subcontractors requiring them to restrict their employees to ''their designated work areas'' and prohibit them from traveling ''around into other areas of the Project.'' Thermon's safety director, Wagstaff, implemented Brown and Root's directive when he prepared Thermon's restriction in the form of a personnel directive. The credited testimony of Brown and Root's subcontracts manager, Haught, showed that contemplated hazards caused him to issue his employer's memorandum. Thermon issued its restriction for the same reason. Accordingly, I find that Thermon's restriction was a lawful rule that, as a subcontractor, it was obliged to impose on its employees at the Texaco jobsite. I shall recommend dismissal of the allegation that this rule violated Section 8(a)(1) of the Act.

I find merit, however, in the General Counsel's contention that Thermon enforced its restriction in a discriminatory manner and thereby violated the Act. Specifically, the complaint alleges that Thermon violated Section 8(a)(3) and (1) of the Act by issuing written warnings to, and discharging, the employees listed above, because they were engaged in activity in support of the Union. Thermon argues that it punished those employees only because they violated the restriction in Wagstaff's memorandum of March 12. The record amply supports the General Counsel's position.

Under Board policy, where the record shows that an employer's hostility toward union activity was a motivating factor in a decision to discipline or to discharge an employee, the disciplinary action or discharge will be found to be unlawful unless the employer is able to demonstrate, as an affirmative defense, that it would have disciplined or discharged the employee even in the absence of the protected activity. *NLRB v. Transportation Management Corp.*, 462 U.S. 393, 402–403 (1983), affg. *Wright Line*, 251 NLRB 1083 (1980), enfd. on other grounds 662 F.2d 899 (1st Cir. 1981), cert. denied 455 U.S. 989 (1982). When it is shown that the business reason advanced by the employer for its action was a pretext—that is, that the reason either does not exist or was not in fact relied on—it necessarily follows that the employer has not met its burden and the inquiry is logically at an end. *Wright Line*, 251 NLRB at 1084.

In the instant case, the evidence leaves little doubt about Thermon's unlawful motive as it enforced its restriction on employee movement during their lunchbreaks. All of the employees listed above, who received warnings or discharges, were engaged in union activity during a lunchbreak when the restriction was enforced against them. Wagstaff, the author of the restriction, saw it as a pretext for getting rid of union activists. Thermon's foremen targeted union activists for enforcement of the restriction. Conversely, McNeely's testimony showed that Thermon's management was willing to relax the restriction against employees not identified as union supporters.

Thermon's effort to show evenhanded enforcement of its restriction rests on the warnings issued to employees Bell and Marshall. Neither of these employees engaged in any union activity prior to their warning notices. This evidence leaves unrebutted, however, the General Counsel's showing that Thermon saw the restriction as a pretext for getting rid of union activists. I find that Thermon violated Section 8(a)(3) and (1) of the Act by issuing warnings to the following employees on the dates set opposite their names:

Jimmy C. Parker	4/12/94
Tony Fontenot	4/12/94
Craig Bivins	4/12/94
Rodney Bernard	4/11/94
Willie Breaux	4/11/94
Darrell Haygood	4/18/94
Claude Richardson	4/19/94
Joe Sheffield	4/14/94
Joe Duhon	4/19/94
Jason Carr	4/19/94
Randy Garner	4/19/94
Scott Lout	4/20/94
Ken Tyson	5/24/94
Marc Gould	4/26/94
Carl Perricone	4/27/94

I also find that Thermon violated Section 8(a)(3) and (1) of the Act by discharging the following employees on the dates set their names:

Jimmy C. Parker	4/18/94
Tony Fontenot	4/18/94
Craig Bivins	4/14/94
Rodney Bernard	4/14/94
Willie Breaux	4/11/94
Darrell Haygood	4/21/94
Claude Richardson	4/20/94
Joe Sheffield	4/18/94
Joe Duhon	4/20/94
Jason Carr	4/19/94
Randy Garner	4/19/94
Scott Lout	4/21/94
Ken Tyson	6/03/94
Marc Gould	4/27/94
Carl Perricone	4/27/94

CONCLUSIONS OF LAW

1. By discharging and issuing warning slips to employees, the Respondent, Thermon Heat Tracing Services, Inc., has engaged in unfair labor practices affecting commerce within

the meaning of Section 8(a)(3) and (1) and Section 2(6) and (7) of the Act.

2. The Respondent has not violated Section 8(a)(1) of the Act by writing, promulgating, and maintaining the following rule:

> In order to maintain a safe, continual and productive work force it is necessary that all craft personnel remain in their assigned block areas.
>
> This mandate will commence this date and shall include all breaks and on the job lunch periods.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

The Respondent having discriminatory discharged employees, it must offer them reinstatement or employment at the same or substantially equivalent positions at other projects as close as possible to Port Neches, Texas. In addition, the Respondent must make them whole for any loss of earnings and other benefits, they may have suffered as a result of the Respondent's unlawful discrimination against them, computed on a quarterly basis, from date of discharge to date of proper offer of reinstatement or employment, less any net interim earnings, as prescribed in *F. W. Woolworth Co.*, 90 NLRB 289 (1950), plus interest as computed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).[6]

I shall also recommend that Respondent be required to remove from its files any references to the warnings or discharges that I have found violative of the Act, as set forth above, and notify the employees, who were thus disciplined, in writing, that it has done so and that it will not use these warnings and discharges against them in any way.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[7]

ORDER

The Respondent, Thermon Heat Tracing Services, Inc., Houston, Texas, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Issuing written warnings to, discharging, or otherwise discriminating against any employee for supporting International Brotherhood of Electrical Workers, Local 479 or any other union.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Offer the following employees immediate and full reinstatement to their former jobs or, if those jobs no longer exists, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed, and make them whole for any loss of earnings and other benefits suffered as a result of the discrimination against them in the manner set forth in the remedy section of the decision:

Jimmy C. Parker	Tony Fontenot
Craig Bivins	Rodney Bernard
Willie Breaux	Darrell Haygood
Claude Richardson	Joe Sheffield
Joe Duhon	Jason Carr
Randy Garner	Scott Lout
Ken Tyson	Marc Gould
Carl Perricone	

(b) Remove from its files any references to the unlawful discharges and notify the employees listed above, in writing, that this has been done and that the discharges will not be used against them in any way.

(c) Remove from its files any reference to the unlawful written warnings issued to the following employees and notify the employees, in writing, that this has been done and that the written warnings will not be used against them in any way:

Jimmy C. Parker	Tony Fontenot
Craig Bivins	Rodney Bernard
Willie Breaux	Darell Haygood
Claude Richardson	Joe Sheffield
Joe Duhon	Jason Carr
Randy Garner	Scott Lout
Ken Tyson	Marc Gould
Carl Perricone	

(d) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

(e) Mail a copy of the attached notice marked ''Appendix,''[8] to the last known address of Jimmy C. Parker, Craig Bivins, Willie Breaux, Claude Richardson, Joe Duhon, Randy Garner, Ken Tyson, Tony Fontenot, Rodney Bernard, Darrell Haygood, Joe Sheffield, Jason Carr, Scott Lout, Marc Gould, and Carl Perricone. Copies of the notice, on forms provided by the Regional Director for Region 16, after being signed by the Respondent's authorized representative, shall be mailed by the Respondent immediately upon receipt.

(f) Sign and return to the Regional Director sufficient copies of the notice for posting by the Union, if willing, at its office and meeting halls, including all places where notices are customarily posted.

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[6] In accordance with the Board's policy expressed in *Dean General Contractors*, 285 NLRB 573 (1987), I recommend that the Respondent be afforded an opportunity at compliance to limit its remedial obligations by showing that none of the unlawfully discharged employees listed in the Order would have been transferred to other projects.

[7] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[8] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading ''Posted by Order of the National Labor Relations Board'' shall read ''Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board.''

(g) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

Dated, Washington, D.C. October 6, 1995

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT discharge you or impose discipline on you, or otherwise discriminate against any of you, for supporting International Brotherhood of Electrical Workers, Local 479 or any other union.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL offer the following employees immediate and full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed, and make them whole for any loss of earnings and other benefits suffered as a result of the discrimination against them plus interest:

Jimmy C. Parker	Tony Fontenot
Craig Bivins	Rodney Bernard
Willie Breaux	Darrell Haygood
Claude Richardson	Joe Sheffield
Joe Duhon	Jason Carr
Randy Garner	Scott Lout
Ken Tyson	Marc Gould
Carl Perricone	

WE WILL remove from our files any references to the unlawful discharges and notify the employees listed above, in writing, that this has been done and that the discharges will not be used against them in any way.

WE WILL remove from our files any reference to the unlawful written warnings issued to the following employees and notify them, in writing, that this has been done and that the written warnings will not be used against them in any way:

Jimmy C. Parker	Tony Fontenot
Craig Bivins	Rodney Bernard
Willie Breaux	Darrell Haygood
Claude Richardson	Joe Sheffield
Joe Duhon	Jason Carr
Randy Garner	Scott Lout
Ken Tyson	Marc Gould
Carl Perricone	

THERMON HEAT TRACING SERVICES, INC.